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**CARTERET BOARD
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**AGREEMENT
BETWEEN
THE BOROUGH OF CARTERET
AND THE
LOCAL 702, PUBLIC EMPLOYEES SERVICE UNION
REPRESENTATING THE POLICE DISPATCHERS**

January 1, 1997 to December 31, 1998

AGREEMENT
BY AND BETWEEN
THE BOROUGH OF CARTERET
AND THE
LOCAL 702, PUBLIC EMPLOYEES SERVICE UNION
REPRESENTATING THE POLICE DISPATCHERS

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PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation and understanding between the Borough of Carteret and the Local 702, Public Employees Service Union, hereinafter the PESU, and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Telecommunications Operators, hereinafter Police Dispatchers, shall be considered foremost, and at all times, by both parties to this Agreement.

ARTICLE I – DISPATCHER'S RIGHTS

1. The Employer hereby recognizes the PESU as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit, established in accordance with Ordinance #98-44, dated September 17, 1998.
2. Elected representatives of PESU shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PESU Management Committee, provided that the efficiency of the Department is not affected thereby.
3. A police dispatcher shall have the right to inspect his/her personnel file, upon reasonable notice and at reasonable times, provided a designated superior office is present at the time of inspection.

The Borough agrees to notify the individual police dispatcher if any material, derogatory to the police dispatcher, is placed in his/her personnel jacket.

4. Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the dispatchers. These questions may require investigations by superiors. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
 - (1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.
 - (2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be

provided. If it is known that the employee is being interrogated as a witness only, he/she should also be informed at the initial contact.

- (3) The questions shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personnel necessities, meals, telephone calls and rest periods, as are reasonably necessary.
 - (4) If any verbatim record is made of the interrogation, the employee or his/her representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD".
 - (5) The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.
 - (6) In those cases, and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he/she so requests, to consult with counsel and/or his/her PESU representative(s) before being questioned.
5. No employee shall be discharged, disciplined, reprimanded or deprived of any other employee advantage with out just cause.

ARTICLE II – HOURS OF WORK & OVERTIME

1. WORK DAY

- A. UNIFORM DIVISION – The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.
- B. ALL OTHER EMPLOYEES – The work day shall consist of not more than nine (9) consecutive hours in a twenty-four (24) hour period.

2. WORK WEEK

- A. UNIFORM DIVISION – The work week shall consist of four (4) consecutive ten (10) hour work days on, followed by four (4) consecutive days off.

- B. ALL OTHER EMPLOYEES – The work week shall consist of four (4) consecutive nine (9) hour days out of every seven (7) days, totaling thirty six (36) hours per week. (This definition shall not interfere with present scheduling.

3. OVERTIME

- A. UNIFORM DIVISION – Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten hour work days, or in excess of forty (40) hours per week. The dispatchers shall be compensated at one and one-half (1 ½) times his/her regular rate of pay.
- B. ALL OTHER EMPLOYEES – Overtime shall be defined as any work in excess of nine (9) consecutive hours per day, or in excess of four (4) nine (9) hour work days out of every seven (7), or in excess of thirty-six (36) hours per week and shall be compensated at one and one-half (1 ½) times the dispatcher's regular rate of pay.

4. CALL-IN-TIME

- A. In the event that a dispatcher is called in for duty during his/her time off, the dispatcher shall receive one and one-half (1 ½) times his/her regular rate of pay for four (4) hours or for all time worked, whichever is greater.

5. HOURS OF WORK & OVERTIME

- A. ON CALL PAY – If an employee is directed to be on stand-by and be available for call-in to work, that employee shall be entitled to receive a payment of two (2) hours pay at straight time rates for being on-call. This on-call payment shall not be required whenever an employee is called in, but only when an employee is directed to stand-by awaiting a possible call-in.
On-call pay shall be in addition to any call-in pay other overtime payments made for work actually performed by the employee if that employee is recalled to work.

6. HOLIDAY PREMIUM PAY

- A. Any employee working a holiday as defined in Article V, Section 1, hereinafter, shall receive, in addition to their regular holiday compensation, the following:
 - (1) Time and one-half (1 ½) his/her regular rate of pay for all hours worked, plus an additional day to be taken off at a later

date. Said day off shall be designated as a holiday and shall be administered like a vacation day.

- (2) Double time and on-half (2 ½) his/her regular rate of pay for all hours worked, without an additional day off later.
- (3) Due to the nature and type of work and scheduling, certain employees must work on holidays as part of his/her regular schedule. As example, anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid his/her regular day's wages. If an employee were called in on that day, he/she would then be paid the overtime rate described in paragraphs one (1) and two (2), above.

7. COURT DUTIES

- A. All off-duty court appearances, or any appearance in court related procedures, including, but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half (1 ½) times the dispatchers regular rate of pay for two (2) hours or for all time worked, whichever is greater.

8. SHIFT BID ASSIGNMENT

- A. Each October 15th, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be made and given to all affected Police Dispatchers no less than two (2) weeks prior to the commencement date. The Police Dispatchers shall list his/her shift choices, by giving his/her preference to either the 1st, 2nd or 3rd Shifts. Assignments shall then be made based upon his/her seniority. These assignments shall then take effect as of January 1st, following the submission date and shall remain in effect until the procedure is repeated the following year.
- B. These assignments remain the prerogative of the Chief of Police, which shall be in accordance with controlling statutes. Further more, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough of Carteret. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his/her bid shift.

ARTICLE III - SALARY & LONGEVITY

1. SALARY

- A. All employees shall receive a 3% increase, across the board effective January 1, 1997, and a 4% increase across the board, effective January 1, 1998, as reflected in the following salary guides.

B. SALARY GUIDES

1. DISPATCHERS - employed on or before December 31, 1993:

| | | |
|--------------|----------|----------|
| First Year: | \$21,090 | \$21,934 |
| Second Year: | 23,206 | 24,134 |
| Third Year: | 25,324 | 26,337 |

2. DISPATCHERS - employed on or after January 1, 1994, will follow the following five (5) step before they reach the maximum salary:

| | | |
|--------------|----------|----------|
| First Year: | \$19,590 | \$20,373 |
| Second Year: | 20,485 | 21,304 |
| Third Year: | 22,165 | 23,051 |
| Fourth Year: | 24,376 | 25,351 |
| Fifth Year: | 25,324 | 26,337 |

2. LONGEVITY - In addition to the above salaries, a longevity payment shall be paid, as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation, as follows:

| | |
|----------------------------|-----|
| 5 to 9 years of service : | 2% |
| 10 to 14 years of service: | 4% |
| 15 to 19 years of service: | 8% |
| 20 to 24 years of service: | 10% |
| 25 years and thereafter: | 12% |

3. In addition to the general wage increases and salary guides set forth herein, the parties have agreed to create the classification of Senior Dispatcher, which will be filled by the Borough based on the needs of the Department. Senior Dispatchers shall be assigned additional duties including but not limited to, becoming fully trained professionals and certified 911 Operators, as well as training other dispatchers in the operation of the 911 System. The Dispatchers designated as Senior Dispatchers shall be employees with eight (8) years or more of service. The Dispatchers designated as Senior Dispatchers at this time shall be Kathleen Misdorn, Edna Smith and Marge Grodzki.

Effective January 1, 1997, there shall be a payment of \$500.00 per annum to added to the base salary for those employees designated as Senior Dispatchers.

Effective January 1, 1998, there shall be an additional \$500.00 per annum added to base salary for those employees designated as Senior Dispatchers.

ARTICLE IV – UNIFORM ALLOWANCE

1. During the calendar year 1997, each member of the police dispatchers shall receive an additional Fifty Dollars (\$50.00) increase in his/her Uniform Allowance making it from Six Hundred Fifty Dollars (\$650.00) to Seven Hundred Dollars (\$700.00), which shall be payable in accordance with former practice and procedure. Payment shall be made on or before June 1st.
2. During the calendar year 1998, each member of the police dispatchers shall receive an additional Fifty Dollars (\$50.00) increase in their Uniform Allowance making it from Seven Hundred Dollars (\$700.00) to Seven Hundred Fifty Dollars (\$750.00), which shall be payable in accordance with former practice and procedure. Payment shall be made on or before June 1st.

ARTICLE V – HOLIDAYS & VACATIONS

1. **HOLIDAYS** – Effective in calendar year 1993 and for the term of the contract, there shall be one additional holiday granted to employees covered by this agreement, that holiday being the day after Thanksgiving. All members of the police dispatchers shall receive the following holidays annually for which days off shall be allowed:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Employee's Birthday

Labor Day
Thanksgiving Day
Day after Thanksgiving
General Election Day
Veteran's Day
Columbus Day
Christmas Eve
Christmas Day

2. PERSONAL DAY – All members of the police dispatchers shall be entitled to leave, with pay, for personal, business or other reasons, for three (3) days annually, subject to the following conditions:
- A. There must be seventy-two (72) hours' notice before consideration for personal day. Forms for such notice shall be provided by the employer.
 - B. It must be approved by the officer in charge.
 - C. That no more than one (1) person per shift is to receive a personal day.

3. VACATIONS

- A. All members of the police dispatchers shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

| | |
|---|---------|
| 1 st year to end of 4 th year | 2 weeks |
| 5 th year to end of 9 th year | 3 weeks |
| 10 th year to end of 14 th year | 4 weeks |
| 15 th year to end of 19 th year | 5 weeks |
| 20 th year and thereafter | 6 weeks |

- B. Vacation days may be taken in the one (1) day increment ten hours (10) with employer's approval.
4. For Uniform Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.
5. ADDITIONAL TIME OFF – For the calendar year of 1998, the Police Dispatchers shall receive an additional thirty-five (35) hours of accumulated time, this time shall not be confused with vacation or Holiday time. The thirty-five (35) hours can be used by the dispatcher at any given time, providing there is desk coverage and it does not create any overtime.

ARTICLE VI – HEALTH & WELFARE

1. MEDICAL INSURANCE – The Employer agrees to assume the full cost of family coverage of the Blue Cross and Blue Shield coverage, Rider J coverage and Major Medical coverage that was in full force and effect during the calendar year 1988. In the alternative, the Employer has the right to undertake a self-

insurance program, provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar year 1988. However, the following modifications shall be implemented as indicated:

- A. For 1985 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and Laboratory coverage of the Blue Shield portion of the policy shall be increased to four hundred dollars (\$400.00) per occurrence.
 - B. For 1989, the Major Medical Lifetime limit shall be increased per individual to UNLIMITED.
 - C. Borough Prescription plan to be given to all Police Dispatchers.
- 2. LIFE INSURANCE – All members of the police dispatchers shall have ten thousand dollars (\$10,000.00) of life insurance coverage, including “Death Benefit”, immediately upon being sworn in and assuming the duties of a police dispatcher.
 - 3. LIFE INSURANCE UPON RETIREMENT/DISABILITY – Beginning upon retirement or disability, a member of the police dispatchers shall have paid up life insurance coverage of ten thousand dollars (\$10,000.00).
 - 4. MEDICAL INSURANCE UPON RETIREMENT/DISABILITY – Upon retirement, the Borough agrees to continue hospitalization benefits to those said retirees, so long as the employee’s income is derived from his pension and/or Social Security exclusively, and he/she is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he/she shall submit a signed, written for stating that he/she has no additional earned income, and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.
 - 5. DENTAL INSURANCE – The Borough shall pay ninety percent (90%) of the premiums per employee toward a dental insurance plan for 1989 and thereafter.

ARTICLE VII – SICK LEAVE

All employees under twenty-five (25) years of service shall be entitle to fifteen (15) days sick leave, with pay, per year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days of sick leave, with pay, per year. Unused sick leave shall be accumulated from one year to the next. A doctor’s certificate is

required after five (5) days of continuous illness. Employees, who are absent due to illness, shall notify the supervisor as early as possible the day of their illness.

ARTICLE VIII – ACCUMULATED SICK LEAVE

Effective January 1, 1994, Borough Employees hired on or before December 31, 1993 shall be entitled to payment of fifty percent (50%) of accumulated unused sick leave upon retirement to a maximum of fifteen thousand dollars (\$15,000.00). In the event of an employee's death, fifty percent (50%) of his/her accumulated unused sick leave shall be paid to his/her beneficiary.

ARTICLE IX – LEGAL AID

1. The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of the PESU, with fee approval of the Borough Attorney, provide counsel designated by the PESU for any member of the Carteret Police Dispatchers charged with any dereliction of duty while in the performance of his/her duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.
2. The Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X – PESU RIGHTS

1. DUES DEDUCTION – PESU dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to the PESU by the Borough Treasurer.
2. REPRESENTATION FEE
 - A. The Borough will implement a fair share representation fee, equal to eighty-five percent (85%) of the PESU dues, which shall be withheld in accordance with the law.
 - B. The PESU shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

3. FACILITIES

- A. The PESU can use the Municipal Courtroom for its Union Meetings, based upon availability of said courtroom. The PESU shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.
- B. The PESU shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being borne by the PESU. Furthermore, the PESU shall be provided space on the bulletin board in the Police Department employee lounge, and based upon the availability of space, on the bulletin board located in Borough Hall.

4. EXCLUSIVITY – The rights and privileges of the PESU and its representatives, granted under this Article, shall be granted only to the PESU as the exclusive representative of all employees covered by this Agreement.

ARTICLE XI – BEREAVEMENT LEAVE

- 1. In case of death in the immediate family of any employee, four (4) days' leave of absence, with pay, shall be granted to arrange or attend funeral services.
- 2. Leave of absence shall mean four (4) continuous days. Immediate family shall be the following: mother, father, spouse, sister, brother, son, daughter, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.
- 3. These four (4) days shall not be charged to sick leave benefit of any employee.
- 4. One day shall be granted, with pay, in case of death of any other relative to arrange or attend funeral services.
- 5. For Uniform Division only, a bereavement day shall be a ten (10) hour day. For all other employees, a bereavement day shall be a nine (9) hour day.

ARTICLE XII – GRIEVANCE PROCEDURE

Grievance, as used herein, shall mean a dispute between the Borough and the union or any of its members.

STEP 1 – The grievance shall be presented orally by the aggrieved of his Steward to the Supervisor. The Supervisor shall have forty-eight (48) hours in which to submit an answer.

STEP 2 – If not satisfactorily settled within the forty-eight (48) hours, the grievance shall be reduced to writing and submitted to the Department Head. The Department Head then has five (5) working days in which to submit their answer. If at this step no answer is received, the grievance shall be considered as settled in favor of the employee.

STEP 3 – If the grievance is not settled satisfactorily within five (5) days, the grievance shall be submitted to the Mayor and a committee of no less than two (2) Councilmen, and a hearing shall be held within ten (10) days, at which hearing the grievant, Shop Steward and PESU representative shall be present.

STEP 4 – If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Borough and the Council is due, by written notice to the other, request Arbitration.

ARTICLE XIII – ARBITRATION

The Arbitration proceeding shall be conducted by an arbitrator, to be selected by the Borough and the Union, within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission (PERC) shall be requested by either party, or both parties, to provide a panel of five (5) arbitrators. Both the Borough and the Union have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall then be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expense for the arbitrator's services and the proceedings shall be borne equally by the Borough and the Union.

Time extensions, beyond those stipulated above, may be arrived at by mutual agreement of the parties concerned.

ARTICLE XIV – MUNICIPAL ORDINANCES

The provisions of municipal ordinances, which affect the terms and conditions of employment for members of the police dispatchers, shall be maintained during the term of this Agreement.

ARTICLE XV – DEPARTMENT OF PERSONNEL

The parties, hereto, stipulate and agree that all members of the police dispatchers of the Borough of Carteret shall be governed by Title 4A of the Revised Statutes of New Jersey and the Rules and Regulations of the Department of Personnel.

ARTICLE XVI – NO MODIFICATION, EXCEPT IN WRITING

The parties hereby agree that there shall be no valid modification, except in writing, executed by the City Council, Mayor or Employer's designee, and the President and Secretary of the PESU, subject to the ratification of the PESU members, for the employees, and by the Borough Council of Carteret, for the Employer.

ARTICLE XVII – SAVINGS CLAUSE

If any article or section of this agreement, or any supplement or rider, hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

The following Police Dispatchers shall be able to attend the League of Municipal Conference, which is held in Atlantic City, New Jersey. The following Police Dispatchers are Kathleen Misdorn, Edna Smith and Joy Walko.

ARTICLE XVIII – TERM OF AGREEMENT

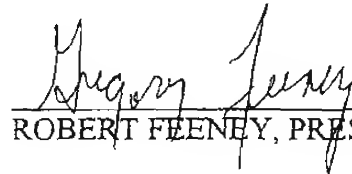
It is further mutually agreed between the parties, hereto, that the aforesaid Articles contained in this Agreement, shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 1997 and shall continue in effect for two (2) years, or until a further agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this
19th day of April, 1999.

BOROUGH OF CARTERET

PESU


JAMES FALICE, MAYOR


ROBERT FEENEY, PRESIDENT


KATHLEEN M. BARNEY
MUNICIPAL CLERK